



## Report to the Auburn City Council

Action Item

6

Agenda Item No.

City Manager's Approval

**To:** Mayor and City Council Members  
**From:** Jack Warren, Director of Public Works/City Engineer  
**By:** Bernie Schroeder, Engineering Division Manager  
**Date:** August 10, 2009  
**Subject:** Consultant Agreement for the Borland Avenue/East Lincoln Way/ State Highway 49 Signal Modification Project

### The Issue

Shall the Council approve a consultant agreement with K. D. Anderson & Associates, Inc. for the Borland Avenue/East Lincoln Way/ State Highway 49 Signal Modification Project?

### Conclusions and Recommendation

Staff recommends that the City Council, by **RESOLUTION**, authorize the Director of Public Works to execute a consultant agreement with K. D. Anderson & Associates, Inc. for Construction Support of the Borland Avenue/East Lincoln Way/ State Highway 49 Signal Modification Project in an amount not to exceed \$13,355.

### Background

In a separate action tonight the Council is considering award of this project to Tiechert Construction. If this award is granted, construction staking and support services will be necessary to complete the project. K. D. Anderson & Associates is the primary consultant and they have included a proposal for their subconsultant Mark Thomas and Associates.

Tasks under the proposed agreement include responding to request for information from the contractor, review of submittals for construction materials and equipment, construction staking and preparation of record drawings.

### Alternatives Available to Council; Implications of Alternatives

1. Proceed with the staff recommendation.
2. Not proceed with staff recommendation.
3. Solicit additional proposals.

### Fiscal Impact

The consultant cost will be a not to exceed \$13,355. Funding for this project is primarily from federal funds administered by the State of California Department of Transportation. The City's 2009-10 Operating Budget allocates adequate funding for the construction of this project including all of the necessary construction management and support services proposed by the consultants.

cc: Proposed Consultant Agreement  
Resolution

**PROFESSIONAL SERVICES AGREEMENT**  
(City of Auburn / *Company or Individual.*)

**1. IDENTIFICATION**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Auburn a California municipal corporation ("City") and ***KD Anderson & Associates, Inc. a California, Corporation*** ("Consultant").

**2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a consultant: Construction Support for Borland Avenue/E Lincoln Wy/ State Highway 49 Signal Modification Project.
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

**NOW, THEREFORE,** for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

**3. DEFINITIONS**

- 3.1 "Scope of Services": Such professional services as are set forth in Consultant's ***June 15, 2009*** proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 "Approved Fee Schedule": Such compensation rates as are set forth in Consultant's ***June 15, 2009*** fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 "Commencement Date": August 11, 2009.
- 3.4 "Expiration Date": August 11, 2010.

**4. TERM**

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 ("Termination") below.

**5. CONSULTANT'S SERVICES**

- 5.1 Consultant shall perform the services identified in the Scope of Services. City

shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of Thirteen Thousand Three Hundred Fifty Five Dollars (\$13,355) unless specifically approved in advance and in writing by City.

- 5.2 Consultant shall obtain a City business license prior to commencing performance under this Agreement.
- 5.3 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.4 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.5 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Mike Becker** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

## 6. **COMPENSATION**

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule.

**7. OWNERSHIP OF WRITTEN PRODUCTS**

All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

**8. RELATIONSHIP OF PARTIES**

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

**9. CONFIDENTIALITY**

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

**10. INDEMNIFICATION**

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not

enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.

- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 and any amount due City from Consultant arising from Consultant's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

## **11. INSURANCE**

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
  - 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
  - 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
  - 11.1.3 Worker's Compensation insurance as required by the laws of the State of California.
  - 11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium thereon at Consultant's expense.
- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).

- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond in the amount of the deductible or self-insured retention to guarantee payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

## **12. MUTUAL COOPERATION**

- 12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 12.2 In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

**13. RECORDS AND INSPECTIONS**

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

**14. PERMITS AND APPROVALS**

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

**15. NOTICES**

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City

City of Auburn  
1225 Lincoln Way  
Auburn CA 95603  
Telephone: (530) 823-4211 x144  
Facsimile: (530) 823-4216

If to Consultant:

*KD Anderson & Associates,  
Inc.  
3853 Taylor Road, Suite G  
Loomis, CA 95650  
Telephone: (916) 660-1555  
Facsimile: (916) 660-1535*

With courtesy copy to:

Michael G. Colantuono, Esq.  
Auburn City Attorney  
Colantuono, Levin & Rozell, APC  
11406 Pleasant Valley Road  
Penn Valley, CA 95946-9024  
Telephone: (530) 432-7359  
Facsimile: (530) 432-7356



**16. SURVIVING COVENANTS**

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

**17. TERMINATION**

- 17.1. City shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on thirty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 17.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

**18. GENERAL PROVISIONS**

- 18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.
- 18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.4 The waiver by City or Consultant of any breach of any term, covenant or

condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Placer County, California and Consultant hereby consents to jurisdiction in Placer County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written

Professional Services Agreement  
City of Auburn / KD Anderson & Associates

agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

**TO EFFECTUATE THIS AGREEMENT**, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

**"City"**  
City of Auburn

**"Consultant"**  
*KD Anderson & Associates, Inc.*

By \_\_\_\_\_

By: \_\_\_\_\_  
*Kenneth D. Anderson, President*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
*Name, Level of Officer e.g., Vice President*

Date: \_\_\_\_\_

Attest:

By \_\_\_\_\_  
Deputy City Clerk

Date: \_\_\_\_\_

Approved as to Form:

By \_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

## **EXHIBIT A SCOPE OF WORK**

### **Scope of Work for Construction Support of the State Highway 49 – Lincoln Way – Borland Avenue City of Auburn**

#### **TASK 1 - CONSTRUCTION SUPPORT**

KD Anderson & Associates, Inc. (KDA) will provide Construction Support services during the construction of this project. As it is difficult to estimate the number of RFI's, questions from the contractor and submittal reviews, we propose to complete this work on a time and materials basis as requested by the City. A budget amount has been provided.

KDA will be available to answer questions and Requests For Information (RFI) and provide PS&E clarifications during the construction phase of the project and will attend one (1) site visit, and one (1) pre-construction meeting as needed. If any design changes are required due to a contractor RFI, then KDA will prepare revised plans for use in the field.

KDA will also be available to review product submittals provided by the contractor.

#### **TASK 2 – RECORD DRAWINGS**

KDA will prepare record drawings based on as-built information provided by the City's contractor. Record drawings will be provided on full size mylar sheets (34x22), and wet-stamped with "Record Drawings" for the purposes of archiving by the City.

**EXHIBIT "A"**

**Scope of Work for Construction Support of the  
State Highway 49 – Lincoln Way – Borland Avenue  
City of Auburn**

**TASK 1 - CONSTRUCTION SUPPORT**

Mark Thomas & Company, Inc. (MTCO) will provide Construction Support services during the construction of this project. It is difficult to estimate the number of RFI's, questions from the contractor and submittal reviews, so we propose to complete this work on a time and materials basis as requested by the City. A budget amount has been provided.

MTCO will be available to answer questions and Requests For Information (RFI) and provide PS&E clarifications during the construction phase of the project and will attend two (2) site visits, and one (1) pre-construction meeting. If any design changes are required due to a contractor RFI, then MTCO will prepare revised plans for use in the field.

MTCO will also be available to review product submittals provided by the contractor.

**TASK 2 - CONSTRUCTION STAKING**

MTCO will provide one set of stakes for the following Tasks 2.2-2.3. Additional staking (i.e. staking by MTCO beyond that described herein, or restaking due to lost or destroyed stakes) will be performed as approved by the City's Resident Engineer and compensated as extra work by the Contractor.

Construction staking services will be performed in accordance with the work as outlined in Chapter 12 of the Caltrans Surveys Manual; Construction Surveys dated September, 2006, and will consist of construction survey services, including field surveys and the necessary office support to coordinate staking requirements with the City's Resident Engineer.

**2.1 – Project Management**

MTCO surveys will attend the Pre-Construction Kickoff Meeting and provide ongoing project management.

**2.2 – Drainage Facilities**

Inlets and flared end sections will be staked, including pipe invert and grate elevations.

### **2.3 – Finish Grade Stakes (1 crew mobilization)**

Provide Finish Grade Stakes for pedestrian improvements at curb, gutter, sidewalk and AC dike. Stakes will be provided for begin and end curves, mid-points, quarter points, and pedestrian ramp centerlines.

#### **This proposal excludes the following tasks:**

- Staking Erosion Control.
- Staking Electrical Equipment, Vaults, Conduit and Signals
- Staking Construction Area signs.
- As Built Surveys to verify quantities.

#### **Assumptions and Contractor Responsibilities:**

1. Requested Crew Mobilizations in excess of that listed for each task shall be pre-authorized by the Resident Engineer and billed as extra work above the contracted amount. This scope of work assumes that Task 2.2 and 2.3 will be completed in one (1) field visit.
2. Coordinate construction operations so that areas to receive stakes are relatively clear of construction equipment activity, in order that stakes can be set in safe and expeditious manner.
3. After a survey request is received and the survey field crews are mobilized to an area that is not ready for stakes, the Resident Engineer will charge the Contractor a minimum of 4 hours of field crew time as an extra above the contracted amount.
4. Discuss scheduling of staking needs by providing a schedule of operations and time estimates and discuss staking needs/operations with MTCO Surveys.
5. Requests for construction stakes to be a minimum of 48 hours in advance of starting an operation that will use the stakes. Friday to Monday does not constitute 48 hours notice. In the event that a staking operation is estimated to take more than one day to complete, add 24 hours to the minimum 48 hours advance notice for each estimated additional day.
6. Submit requests for construction stakes ensuring that the requested staking area is ready for stakes and that the stakes will begin to be used within 5 days of staking.
7. Establish priorities for requested construction stakes and note the priorities on the staking request. If none are given the staking will take place in the order received.
8. Preserve all construction stakes.
9. Set all "flat-work" stakes (i.e. "bluetops").
10. If the area or facility is not prepared satisfactorily for the stakes, as determined by the Resident Engineer, the staking request will be voided by the Resident Engineer and the Contractor shall submit a new request for the stakes when the area or facility has been properly prepared.
11. If the staking provided appears to have discrepancies or is ambiguous, a request for clarification must be received within 24 hours of the time of staking. If the original staking provided has undergone unit conversion, altered or disturbed then the contractor assumes all responsibility of the accuracy of the conversions and/or alterations.

State Highway 49  
Lincoln Way-Borland Avenue

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### **TASK 3 – RECORD DRAWINGS**

MTCO will prepare record drawings based on as-built information provided by the City's contractor. Record drawings will be provided on full size mylar sheets (34x22), and wet-stamped with "Record Drawings" for the purposes of archiving by the City.

# EXHIBIT B APPROVED FEE SCHEDULE

KD Anderson & Associates, Inc. - Cost Proposal for Construction Support										City of Auburn SR49/Borland Ave/Lincoln Way Intersection Modification Project									
KD ANDERSON & ASSOCIATES MAN-HOURS										KD ANDERSON & ASSOCIATES FEE									
PROJECT TASK	Engr. Manager III	Engineer	Engr Technician	Admin	Land Surveyor	Project Surveyor	Survey Tech	2-Man Survey Crew	SUBTOTAL	Engr. Manager II	Engineer	Engr Technician	Admin	Land Surveyor	Project Surveyor	Survey Tech	2-Man Survey Crew	TOTAL	
TASK 1 - CONSTRUCTION SUPPORT																			
1.1 Pre-Construction Meeting																			
1.2 Site Visit (1)																			
1.3 RFI Responses / Coordination																			
1.4 Plan Revisions																			
1.5 Product Submittal Review																			
Task 1 - Subtotal	0	16	4	0	0	0	0	0	20	0	1,600	336	0	0	0	0	0	1,936	
TASK 2 - RECORD DRAWINGS																			
Task 2 - Subtotal	0	3	3	0	0	0	0	0	6	0	300	252	0	0	0	0	0	552	
Reimbursables																			
TOTAL	0	19	7	0	0	0	0	0	26	0	1,900	588	0	0	0	0	0	2,488	



Mark Thomas & Company - Cost Proposal for Construction Support		City of Auburn SR49/Borland Ave/Lincoln Way Intersection Modification Project									
PROJECT TASK	SUBTOTAL	MARK THOMAS & COMPANY MAN-HOURS									
		Engr. Manager III	Engr. III	Engr. Technician II	Admin	Land Surveyor	Project Surveyor	Survey Tech	2-Man Survey Crew	MARK THOMAS & COMPANY FEE	
										\$	
Task 1 - CONSTRUCTION SUPPORT											
1.1 Pre-Construction Meeting	3									215.00	270.00
1.2 Site Visit (2)	10									590.00	720.00
1.3 RFI Responses / Coordination	2									112.00	192.00
1.4 Plan Revisions	2									112.00	192.00
1.5 Product Submittal Review	6									840.00	1,080.00
Task 1 - Subtotal	31	35	10	2	0	0	0	0	0	430.00	4,532.00
Task 2 - CONSTRUCTION STAKING											
2.1 Staking	2									180.00	180.00
Task 2 - Subtotal	2									180.00	180.00
Task 3 - RECORD DRAWINGS											
3.1 Record Drawings	1	4	10	0	0	0	0	0	0	215.00	360.00
Task 3 - Subtotal	1	4	10	0	0	0	0	0	0	215.00	360.00
Reimbursables (Traffic Control)											
TOTAL	3	41	20	2	0	0	0	0	0	645.00	3,539.00
										112.00	0.00
										780.00	600.00
										2,160.00	2,160.00
											10,867.00

RESOLUTION NO. 09-

RESOLUTION AUTHORIZING THE CONSULTANT AGREEMENT WITH KD  
ANDERSON & ASSOCIATES, INC. FOR CONSTRUCTION SUPPORT FOR THE  
BORLAND AVE/E LINCOLN WY/SR 49 SIGNAL MODIFICATION PROJECT.

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THE CITY COUNCIL OF THE CITY OF AUBURN DOES HEREBY RESOLVE:

That the City Council of the City of Auburn does hereby authorize the  
Director of Public Works to execute a consultant agreement with KD Anderson  
& Associates, Inc. for Construction Support of the Borland Avenue/East Lincoln  
Way/ State Highway 49 Signal Modification Project in an amount not to exceed  
\$13,355.

A true and correct copy of each said consultant agreement is attached hereto  
as Exhibit "A."

DATED: August 10, 2009

\_\_\_\_\_  
J.M. Holmes, Mayor

ATTEST:

\_\_\_\_\_  
Joseph G. R. Labrie, City Clerk

I, Joseph G. R. Labrie, City Clerk of the City of Auburn, hereby certify  
that the foregoing resolution was duly passed at a regular session meeting of  
the City Council of the City of Auburn held on the 10<sup>th</sup> day of August 2009 by  
the following vote on roll call:

Ayes:

Noes:

Absent:

\_\_\_\_\_  
Joseph G. R. Labrie, City Clerk